

Note: The following is a sample CCHE Grant Agreement. This Grant Agreement has been entered into by projects approved for funding in Round One.

STATE OF CALIFORNIA

GRANT AGREEMENT		GRANT AGREEMENT NUMBER	
CCHE GRANT AGREEMENT (SAMPLE)		PROJECT NO.	
1. This Grant Agreement is entered into between the Grantee named below:			
STATE AGENCY'S NAME California Cultural and Historical Endowment (CCHE) 900 N Street, #XXX, Sacramento, CA 95814			
GRANTEE'S NAME			
2. The term of this Agreement is from _____ through _____			
3. The maximum amount of this Agreement is: \$ _____			
4. The parties agree to comply with the terms and conditions of the following sections which are by this reference made a part of the Agreement.			
<p style="text-align: center;">CCHE GRANT AGREEMENT</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Part I:</p> <p>A. Parties to the Agreement</p> <p>B. Incorporation of Documents by Reference</p> <p>C. Scope of Work</p> <p>D. Conditions Precedent</p> <p>E. Project Completion and Reports</p> <p>F. Expenditure of Funds</p> <p>G. Payment Provisions</p> <p>H. Terms of Agreement, Completion Date, Project Schedule</p> <p>I. Termination of Agreement</p> </div> <div style="width: 45%;"> <p>Exhibits:</p> <p>A. CCHE Project Synopsis</p> <p>B. Scope of Work</p> <p>C. Standard Terms and Conditions</p> <p>D. Special Terms and Conditions</p> <p>E. State Certification Requirements</p> <p>F. CCHE Invoice</p> <p>G. CCHE Progress Report</p> <p>H. CCHE Final Report</p> </div> </div> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>			
GRANTEE		Budget Office Use Only	
GRANTEE'S NAME		Amt Encumbered: Item: Chapter: Statute: Fiscal Year: Index: Object: PCA:	
BY (Authorized Signature)	DATE SIGNED (Do not type)		
PRINT NAME AND TITLE OF PERSON SIGNING			
ADDRESS			
STATE OF CALIFORNIA			
AGENCY NAME California Cultural and Historical Endowment (CCHE)			
BY (Authorized Signature)	DATE SIGNED (Do not type)		
PRINT NAME AND TITLE OF PERSON SIGNING			
ADDRESS			

CCHE GRANT AGREEMENT

PART I

The California Cultural and Historical Endowment ("CCHE") acting pursuant to Section 20070 of the Education Code and its resolution of _____ ("date") hereby grants to the _____ ("Grantee"), a sum not to exceed dollars (\$_____,000), subject to the terms and conditions set forth below. This amount includes authorization for the 10% set aside for all Round I, Cycle I Projects described in paragraph C.4(b) below.

Brief Summary of the Project:

This Project is further described in Exhibit A – CCHE Project Synopsis.

A. Parties to the Agreement:

This Grant Agreement ("Agreement") is entered into between CCHE and the Grantee named below:

GRANTEE

Grantee:	_____
Organization:	_____
Address:	_____
Authorized Signatory, Title:	_____ _____

All communication between the parties should be directed to the individuals named below. All official notifications must be in writing.

1. The designated Grant Manager for CCHE is listed below. The Grant Manager may be changed at any time by CCHE by written notice thereof to the Grantee.

GRANT MANAGER

Name:	_____
Address:	CCHE 900 N Street, Room XXX Sacramento, CA 95814
Phone:	_____
Fax:	(916) 651-9871
Email:	_____

2. The designated Project Manager for the Grantee is listed below. The Project Manager may be changed at any time by Grantee with written notice thereof to CCHE by the authorized representative of the Grantee. All communications submitted to the Project Manager shall be as binding as if given to the Grantee.

PROJECT MANAGER

Name:	
Mailing Address:	
Phone:	
Fax:	
Email:	
Street Address:	

3. The Grantee shall designate an Accountant for the Project, and the Project Manager may not also serve as the Project Accountant. The Accountant for this Project is:

ACCOUNTANT

Name:	
Mailing Address:	
Phone:	
Fax:	
Email:	
Street Address:	

The Grantee shall at all times exercise responsibility over the design, management and implementation of the Project, and may not delegate or assign its responsibilities under this Agreement. The grant funds may be used only for the approved Project purposes as stated in this Agreement. The Grantee hereby agrees to complete the Project in accordance with all the terms and conditions of this Agreement.

B. Incorporation of Documents by Reference

The following exhibits and other documents are incorporated by reference into this Agreement and made a part hereof:

- Exhibit A. CCHE Project Synopsis
- Exhibit B. Scope of Work
- Exhibit C. Standard Terms and Conditions
- Exhibit D. Special Terms and Conditions
- Exhibit E. State Certification Requirements
- Exhibit F. CCHE Invoice
- Exhibit G. CCHE Progress Report
- Exhibit H. CCHE Final Report

In the event of any inconsistency between or among the main body of this Agreement and the above documents, the inconsistency shall be resolved, except as otherwise provided herein, by giving precedence in the following order: (1) the CCHE Board Resolution; (2) the body of the Agreement; (3) the Scope of Work approved by the Executive Officer; (4) the CCHE Staff Report and recommendations; (5) the General Terms and Conditions; (6) the Special Terms and Conditions; and (7) CCHE Invoice.

C. Scope of Work

Prior to the commencement of the Project and disbursement of funds, Grantee shall submit a Scope of Work to the Executive Officer or her designee for review and written approval as to its consistency with the terms of this Agreement which are all incorporated and considered as Exhibit B. The Scope of Work shall have the same effect as if included in the text of this Agreement. The Scope of Work may be amended as provided in this Agreement, upon the Grantee's submission of a modified Scope of Work and the Executive Officer's written approval of it.

The Scope of Work consists of three charts:

1. Exhibit B-1 – Workplan, Sources of Funding and Schedule
2. Exhibit B-2 – Budget Summary
3. Exhibit B-3 – Budget Chart by Calendar Year

Exhibit B-1 – Workplan, Sources of Funding and Schedule

The Workplan shall include:

- a. A detailed chart of all of the tasks that will be needed in order for your Project to proceed.
- b. The tasks should have divisible sections that list out each logical step that will need to be completed. These steps shall be listed in the column labeled "Deliverable(s)" to clearly illustrate all of the elements to complete the task. Examples of tasks that can be listed include such items as design plans; install HVAC; install plumbing, lighting, fabrication and installation of exhibits; and line item construction cost estimates.
- c. There is also a section at the bottom of the Workplan to provide a narrative description of more complicated and detailed tasks.

Sources of Funding

All Sources of Funding to complete the tasks will be listed in this chart. The categories will include funding from CCHE, matching resources, and the Match Source.

Schedule

A Schedule will also be included as part of this chart to provide the estimated initiation date and the completion date of all tasks.

Exhibit B-2 – Budget Summary

The Budget Summary will outline all costs to be incurred to complete the Project by budget categories.

Exhibit B-3 – Budget Chart by Calendar Year

The Budget Chart by Calendar Year is a chart that will identify the tasks and budget categories to complete each task and the total cost of each task. The chart will outline the Budget and tasks by each calendar year.

D. Conditions Precedent to Commencement of Project and/or Disbursement of Funds

In addition to any other conditions contained in this Agreement, Grantee shall not commence the Project and CCHE shall not be obligated to disburse any funds under this Agreement unless and until the following conditions precedent have been met:

1. A Resolution has been adopted by the Grantee's governing entity (e.g., City Council/Board of Supervisors/Board of Directors) authorizing the execution of this Agreement and approving its terms and conditions. In the case of a State agency, the Director of the agency/department or Executive Officer of a board or commission must authorize the execution of this Agreement and approve its terms and conditions. (A sample of which is attached.)
2. The Executive Officer has given written approval of the Scope of Work.
3. The Grantee has provided documentation that an escrow account or a similar commitment has been created to fulfill the matching fund requirement.
4. The Grantee shall provide documentation that demonstrates that it has the legal right, control and oversight of the premises for at least 20 years, such as a long-term lease or easement.

Example of a Resolution

Resolution of the (Grantee)

Approving the Grant Agreement for the
California Cultural and Historical Endowment (CCHE)
Under the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002

Grantee: _____

Project Number: _____

WHEREAS, the people of the State of California have enacted the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002, which provides funds to the State of California for the California Cultural and Historical Endowment (CCHE) Grant Program and;

WHEREAS, the California Cultural and Historical Endowment (CCHE) has been delegated the responsibility for the creation and administration of the Grant Agreement between the Grantee and CCHE; and

WHEREAS, the Grant Agreement requires the Grantee to certify by resolution the approval of the Grant Agreement and its terms before execution of the Agreement; and

WHEREAS, upon execution of this Agreement and approval of its terms and conditions, Grantee will perform all of the tasks stated in the Agreement; and

NOW, THEREFORE, BE IT RESOLVED that the (Grantee)

1. Approves the terms and conditions of the Grant Agreement to be funded from the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal; Protection Act of 2002 and;
2. Certifies that the Grantee has or will have sufficient funds to operate and maintain the Project; and
3. Certifies that the Grantee has reviewed, understands and agrees to the Grant Agreement; and
4. Appoints the (Project Manager)_____ as agent to conduct all negotiations, execute and submit all documents including, but not limited to, Scope of Work, CCHE Invoices, CCHE Progress Reports, CCHE Final Reports, and other documentation which may be necessary for the completion of the Project.

I, the undersigned, hereby certify that the foregoing Resolution Number _____was duly adopted by the (name of organization) following a roll call vote:

Ayes
Noes
Absent

Secretary/Clerk

E. Project Completion and Reports

1. CCHE Progress Reports

Progress Reports are due every quarter. Depending on when you start your Project, your first/next Progress Report will be as follows:

- January 15th
- April 15th
- July 15th
- October 15th

CCHE Progress Reports will summarize the work completed for the time period covered by the report in addition to a detailed narrative of all the areas described in the summary and to any and all activities and tasks indicated in the Scope of Work. This may include draft products, reports, interim findings, meetings and the results of meetings, problems, comparison of your Project to the timeline you submitted, narrative financial assessment and whether you are progressing within the approved budget, proposed activities for the next Progress Report and copies of any materials created during this Progress Report.

Failure to submit a complete and timely Progress Report on the dates indicated in this Agreement will result in a delay in payment. Failure to submit any two (2) consecutive Progress Reports may result in forfeiture of the Agreement funds awarded for this Project.

A sample Progress Report is included as Exhibit G.

2. CCHE Final Report

The Grantee shall submit a CCHE Final Report on or before the date listed in the Scope of Work. A request for final payment should be submitted at the same time, but not as part of, the CCHE Final Report.

A detailed list of the items needed to complete the CCHE Final Report is included in Exhibit H.

3. Term of Agreement

The Grantee shall complete the Project by the completion date provided in the section on page one, number two entitled "Term of the Agreement". Upon completion of the Project, the Grantee shall supply CCHE with evidence of completion by submitting: (1) the Scope of Work and any other work products specified in the Scope of Work; (2) the CCHE Final Report; and (3) a fully executed final CCHE Invoice. Within thirty days of Grantee's compliance with this paragraph, CCHE shall determine whether a Project has been satisfactorily completed. If CCHE determines that the Project has been satisfactorily completed, CCHE shall issue to the Grantee a Letter of Acceptance of the Project. The Project shall be deemed complete as of the date of the Letter of Acceptance.

F. Expenditure of Funds and Allocation of Funding Among Budget Items

Except as otherwise provided herein, the Grantee shall expend funds in the manner described in the Scope of Work and approved by the Executive Officer for each individual Project. The dollar amount of an itemized task in the Budget category(ies) set forth in Exhibit B-2 may be increased by up to ten percent (10%) through reallocation of funds from another category or categories, without approval by the Executive Officer or her designee; however, the

Grantee shall notify the CCHE in writing at the time of making any such reallocation, and shall identify both the categories being increased and those being decreased. Any increase of more than 10% in the amount of an item must be approved in writing by the Executive Officer or her designee.

G. Payment Provisions

1. Invoice Requirements

CCHE will disburse funds to Grantee upon: (i) receipt of a submission of a CCHE Invoice with supporting detailed documentation indicating that all items requested for reimbursement have been paid by the Grantee; and (ii) documentation to illustrate, or to show progress toward completion of task, and/or receipt of deliverables. Required supporting documentation includes an invoice breakdown by task and cost per item, including all purchases, labor incurred in the invoice, dates that the CCHE will cover. Copies of permits, drawings, plans and photos may also be submitted.

An example is provided in Exhibit F.

Additional documentation such as payroll detail, receipts for equipment, travel, or general ledger information may also be required.

A properly submitted CCHE Invoice will list each of the approved items that appear on the Scope of Work, and provide the necessary supporting documentation for each task for which reimbursement is sought.

The CCHE Grant Manager will not accept a CCHE Invoice for which work has not been pre-approved in the Scope of Work and will return the invoice as a **disputed invoice** to the Grantee. An incomplete invoice is considered a **disputed invoice**.

2. Invoice Format

Invoices shall be submitted based on the format provided as Exhibit F, and shall contain all the information included in the CCHE Invoice Form.

3. Payment Schedule

Grantee may submit a CCHE Invoice monthly, in arrears and, only after satisfactory completion of each phase or task as indicated in the Scope of Work. The CCHE Grant Manager will review and either approve or dispute all invoices. The CCHE will pay undisputed invoices no more frequently than monthly after receipt and approval of a properly itemized invoice for completion of work set forth in this Grant Agreement. Invoices bearing the number of this Agreement shall be submitted to:

[Name of Grant Manager] CCHE 900 N Street, Room XXX Sacramento, CA 95814

4. Disputes

If there are any disputes regarding a CCHE Invoice, the CCHE Grant Manager shall notify the Grantee within 15 calendar days of receipt of a properly submitted invoice. Any disputed item will be subtracted from the invoice and the CCHE will process the invoice for the undisputed amount. Dispute resolution will follow the procedure outlined in Exhibit D, Special Terms and Conditions.

5. Performance Retention

CCHE shall withhold ten percent (10%) from each CCHE Invoice submitted. This is in addition to the 10% reduction/set-aside for all Projects funded in Round One, Cycle One, pending the final decision on Projects in this grant cycle. Disbursements shall be made on the basis of costs incurred to date, less 10% of the total invoice amount. The remaining amounts withheld shall be disbursed upon: (1) Grantee's satisfactory completion of a discrete Project phase (for which the 10% was retained); or (2) completion of the Project, and Grantee's compliance with Project closure requirements set forth in this Agreement.

6. Audit

All CCHE Invoices and supporting documentation are subject to an audit by the Department of Finance as well as the Bureau of State Audits. This will include the expenditure of all matching and other resources.

H. Term of Agreement; Completion Date; Project Schedule

1. This Agreement shall take effect upon CCHE's receipt of one or more original completed copies of this Agreement signed by the authorized representatives of both parties and the Executive Officer, or her designee, together with a certified copy of Grantee's resolution or written authorization authorizing Grantee's execution of this Agreement. The term of the Agreement shall run from the effective date through _____.
2. All work shall be completed by the completion date(s) shown in the Scope of Work. The Grantee agrees to submit all work products identified in the Scope of Work by the date set forth in Exhibit B-1. For good cause, the completion date, as well as any other dates set forth in the Schedule, may be extended by the Executive Officer upon written request by the Grantee.

I. Termination of Agreement

If the Grantee fails to complete the Project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to CCHE of all amounts disbursed by the CCHE under this Agreement, plus accrued interest. CCHE may, in its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies CCHE may have for breach of this Agreement.

If it is necessary to terminate its obligation under this Agreement for cause, following notice of intent to terminate, CCHE and the Grantee shall enter into a written termination agreement establishing the effective date for termination of the Project, the basis for settlement of any outstanding obligations, and the amount and the date of payment of any sums due to either party.

This paragraph shall not be deemed to limit any legal or equitable remedies that either party may have for breach of this Agreement.

Exhibit A – CCHE Project Synopsis

Exhibit B – Scope of Work

Exhibit B-1 Workplan, Sources of Funding and Schedule

Task Descriptions	Deliverable(s)	CCHE	Match	Match Source	Start Date	Completion Date
1. Demolition of current exhibits and gallery space	Walls, stucco, plaster, studs, ceiling, grid, ductwork and floor finish removed	\$5,000	\$3,652	Science Grant	8/1/05	8/14/05
2. Drywall and Metal Studs	Full height walls with backing	\$15,000	\$17,158	Science Grant	8/15/05	8/29/05
3. Floor finishes	<ul style="list-style-type: none">▪ Concrete floors patched▪ Resilient flooring installed▪ Playground pad on floor installed	\$3,400	\$3,444	Science Grant	8/30/05	9/2/05
4. Wall finishes	<ul style="list-style-type: none">▪ Prep and paint drywall for murals▪ Paint ceiling, ductwork, and piping	\$3,400	\$4,444	Science Grant	9/3/05	9/11/05
5. Window work	Restore window to original and add UV film	\$0	\$450	Science Grant	9/11/05	9/12/05
6. HVAC	HVAC reconfigured for different ceiling levels	\$0	\$9,882	Science Grant	8/15/05	9/2/05
7. Fire Sprinklers	Fire sprinklers reconfigured to new walls and for hard lids	\$1,000	\$2,600	Science Grant	9/13/05	9/16/05
8. Electrical	<ul style="list-style-type: none">▪ New outlets in walls▪ New lighting fixture installed in exhibit	\$3,600	\$11,046	Science Grant	9/17/05	9/22/05
9. Vitrines	Construction of 32 customized display cases	\$99,360	\$122,181	Science Grant	8/1/05	3/30/06
10. Design, fabricate and install Albertosaur display	Completed and installed Albertosaur display	\$48,000	\$69,199	Science Grant	8/1/05	6/30/06
11. Design, fabricate and install American Lion display	Completed and installed American Lion display	\$25,000	\$8,892	Science Grant	8/1/05	6/30/06
TOTAL		\$203,760	\$252,948			
Workplan		Sources of Funding			Schedule	
Narrative information to further explain one or more of the task descriptions:						

Exhibit B-2 Budget Summary

Grantee shall implement the Project as identified in the Scope of Work, Exhibit B-1, and shall be compensated in accordance with the budget outlined below:

Labor (Provide estimated hours proposed for each individual and rate of compensation per unit of time)	\$ 108,775
Travel Expenses (Identify purpose and estimated costs for all travel expenses and per diem. The costs should not exceed State of California travel reimbursement guidelines as published by the California Department of Personnel Administration)	\$ 0
Direct Capital Asset Costs (Identify all direct capital asset costs)	\$ 100,000
Building and Facility Costs (Identify costs for construction, renovation and rehabilitation of the capital asset)	\$ 15,625
TOTAL DIRECT COSTS	\$ 224,400
Indirect Costs (Include any overhead included in the cost of services. Any overhead rate exceeding 10% of the total contract amount requires explanation to be attached)	\$ 2,000
TOTAL PROJECT BUDGET	\$ 226,400
LESS 10% REDUCTION/SET-ASIDE FOR ALL GRANTS (This may come from various categories, rather than an across-the-board reduction)	\$ 22,640
TOTAL CONTRACT BUDGET FOR PROJECT	\$ 203,760

Exhibit B-3 – Budget Chart by Calendar YearYear 1 Budget

Task No.	Task Description	Labor	Travel Expenses	Direct Capital Asset Costs	Building and Facility Costs	TOTAL DIRECT COSTS	INDIRECT COSTS	TOTAL COSTS
1	Demolition of current exhibits and gallery space	\$ 2,000			\$ 3,000	\$ 5,000		\$ 5,000
2	Drywall and Metal Studs	\$ 10,000			\$ 5,000	\$ 15,000		\$ 15,000
3	Floor finishes	\$ 400			\$ 3,000	\$ 3,400		\$ 3,400
4	Wall finishes	\$ 2,575			\$ 825	\$ 3,400		\$ 3,400
7	Fire Sprinklers				\$1,000	\$ 1,000		\$1,000
8	Electrical	\$ 800			\$ 2,800	\$ 3,600		\$ 3,600
9	Vitrines	\$ 60,000		\$ 37,360*		\$ 97,360*	\$ 2,000	\$ 99,360*
10	Design, fabricate and install Albertosaur display	\$ 25,000		\$ 23,000		\$ 48,000		\$48,000
11	Design, fabricate and install American Lion display	\$ 8,000		\$ 17,000		\$ 25,000		\$ 25,000
Total		\$ 108,775	\$ 0	\$ 77,360*	\$ 15,625	\$ 201,760*	\$ 2,000	\$ 203,760*

* These are the items where the 10% reduction/set-aside was implemented.

Exhibit C – Standard Terms and Conditions

1. Approval

Matching funds may be counted towards the Grantee's matching fund requirement retroactive to the date of the approval of funding by the CCHE Board on _____.

Grantee will need to document the amount and source of matching funds used toward one or more of the tasks set forth in the Scope of Work. This documentation will be submitted to CCHE in the form of a CCHE Invoice.

This Agreement is of no force or effect until signed by both parties. Grantee may not commence performance on portions of the Scope of Work for which CCHE funds will be used and reimbursement is requested.

2. Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. Assignment

This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of CCHE in the form of a formal written amendment by the parties approved by CCHE.

4. Audit

Grantee agrees that CCHE, the Department of Finance (DOF), Office of State Audits and Evaluations, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for an audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Authority: Government Code 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).

5. Indemnification

Grantee agrees to indemnify, defend and save harmless CCHE its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

6. Independent Contractor

Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

7. Certification Clauses

The CONTRACTOR CERTIFICATION CLAUSES contained in this Agreement as Exhibit E entitled State Certification Requirements are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

8. Timeliness

Time is of the essence in this Agreement.

9. Governing Law

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

10. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

Exhibit D – Special Terms and Conditions

1. Subcontracts

The Grantee is responsible for all subcontracted work. Subcontractors not specifically identified in the grant application must be obtained using a competitive bidding process, or provide a satisfactory explanation and obtain CCHE staff approval for non-compliance with this requirement. Nothing in this Agreement creates any contractual relationship between any third party contractor and CCHE. All subcontracts must be in writing and must include specific language that establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the subcontract and/or the grant agreement.

2. Government Permits

Grantee is responsible for ensuring compliance with all applicable permitting requirements that may be required to accomplish the Project described in the CCHE Workplan. No work that is subject to any such requirements may proceed under this Grant Agreement until written evidence of compliance is received by the Grant Manager.

3. Acknowledgment and Publicity

The Grantee agrees that it will acknowledge CCHE's support whenever Projects that are funded, in whole or in part, by this Agreement are publicized in any news media, brochures, articles, seminars or other type of promotional material. Any exhibits, buildings, displays, publications, or other products which are made possible by or derived in whole or in part from this Project shall acknowledge the assistance of CCHE as follows, or by similar acknowledgment: "Funding for this Project has been provided in part by the California Cultural and Historical Endowment."

4. Audits/Accounting/Records

The Grantee shall maintain satisfactory financial accounts, documents, and records relating to the Project. The accounts, documents, and records relating to the Project shall be retained by the Grantee for three years following the date of final reimbursement by CCHE under the paragraph entitled "Term of Agreement" in Part 1, and shall be subject to examination and audit by CCHE, the Department of Finance, Office of State Audits and Evaluations, during that period. The Grantee may use any generally accepted accounting procedures, provided such system meets minimum requirements established by the State of California.

5. Inspection

Throughout the term of this Agreement, CCHE shall have the right to inspect the Project area to ascertain compliance with this Grant Agreement. The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Grant Agreement including subcontract-supported activities and the premises in which it is being performed. If any inspection or evaluation is made by the CCHE of the premises of the Grantee or a subcontractor, the Grantee shall provide and shall require all subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the State representatives in the performance of their duties.

6. Interest Restrictions

Any interest earned from grant funds shall be applied to the Project for eligible Project needs.

7. Travel

Any reimbursement for necessary travel and per diem shall be at rates specified by the California Department of Personnel Administration for similar employees or verification supplied that such rates are not available to the Grantee. No travel outside of California shall be reimbursed unless prior written authorization is obtained from the State. Reimbursement for travel must be documented in detail and copies of receipts attached to the specific CCHE Invoice involving travel.

8. Operations and Maintenance

The Grantee shall maintain and operate the facility and structures constructed or improved as part of the Project, if any, throughout the term of this Grant Agreement, consistent with the purposes for which this grant was made. The Grantee assumes all operations and maintenance costs of the facilities and structures; CCHE shall not be liable for any cost of such maintenance, management or operation.

9. Damages for breach affecting tax exempt status

In the event that any breach of any of the provisions of this Agreement by the Grantee result in the loss of tax exempt status for any state bonds, or if such breach results in an obligation of the part of CCHE to reimburse the federal government by reason of any arbitrage profits, the Grantee shall immediately reimburse CCHE in an amount equal to any damage paid by or loss incurred by CCHE due to the breach.

10. Change of budget

Grantee agrees that any refunds, rebates, credits, donations, in-kind contributions or other amounts (including any interest thereon) accruing or received by the Grantee after the Agreement has been executed with CCHE be immediately reported in writing to CCHE if such items pertain to the approved list of items that has received prior approval for CCHE funding. CCHE will then have the opportunity to adjust and amend the budget of the Agreement accordingly to reflect the source and amount of such budget items.

11. Liability

Grantee agrees to indemnify, defend and save harmless CCHE and the State, its officers, agents and employees, from any and all liabilities, claims, demands, damages or costs resulting from, growing out of, or in any way connected with or incident to this Agreement, except for active negligence of CCHE, its officers, agents or employees. The duty of the Grantee to indemnify and save harmless includes the duty to defend as set forth in Civil Code Section 2778.

[Delete the following paragraph from all non-profit organization Grant Agreements]

[Where the Grantee is a public entity, add: The parties expressly acknowledge that this Agreement is an agreement for the subvention of public funds from CCHE to the Grantee, and is not an agreement as that term is defined in Government Code section 895 or a construction contract under Civil Code sections 2782 or 2783. Accordingly, it is acknowledged Grantee does not, in matters arising under this Agreement, have any right to contribution and indemnity from CCHE and/or the State of California arising under Government Code Sections 895.2 and 895.6.]

Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement, except such liability as results from CCHE's active negligence or the

intentional wrongdoing of CCHE, its member(s), officer(s), agent(s), or employee(s), and, in the case of joint negligence, is in direct proportion to CCHE's share of fault.

12. Liability Insurance

Throughout the term of this Agreement, the Grantee shall provide and maintain public-liability and property-damage insurance for liability assumed by the Grantee under this Agreement with minimum limits of liability as follows:

- A single limit for bodily injury (including death) and property damage liability combined of \$1,000,000 each occurrence and \$1,000,000 in the aggregate.
- This insurance shall be issued by a company or companies admitted to transact business in the State of California.
- CCHE is not responsible for premiums and assessments on any insurance policy.
- The company or companies providing such insurance shall have no recourse against CCHE or the State of California, or their members, officers and employees, or any of them, for payment of any premiums or assessments under such insurance.
- A copy of Grantee's current insurance policy shall be submitted to CCHE for their records.

13. Loss Insurance

Throughout the term of this Agreement, the Grantee shall provide and maintain insurance against fire, vandalism and other loss, damage, or destruction of the facilities or structures constructed pursuant to this Agreement.

CCHE is not responsible for premiums and assessments on any insurance policy.

14. Withholding of Grant disbursements

CCHE may withhold all or any portion of the grant funds provided for by this Grant Agreement in the event that the Grantee has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement or the Grantee fails to maintain reasonable progress toward completion of the Project.

15. Compliance with Law

Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state and local laws, rules, guidelines, regulations, and applicable requirements.

16. Dispute Resolution

Any claim that the Grantee may have regarding the performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the CCHE Grant Manager in writing within thirty days of its accrual. The Grantee and the CCHE Executive Officer or Executive Officer's designee shall then make a good faith effort to resolve the claim, and process an amendment to this Agreement to implement the terms of any such resolution. If the Grantee and the CCHE are unable to resolve the dispute, the decision of the Executive Officer or the Executive Officer's designee shall be final.

17. Grantee's Name Change

An amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal

documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

18. Severability

If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be constructed to remain fully valid, enforceable, and binding on the parties.

19. Standard of Professionalism

The Grantee shall conduct all work consistent with the professional standards of the industry and type of work being performed under the Agreement.

20. Amendments

Except as otherwise provided herein, no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement to be incorporated herein shall be binding on any of the parties hereto.

21. Venue

All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue.

22. Sections and Headings

The headings and captions of the various sections of this Agreement have been inserted only for the purpose of convenience, and are not a part of this Agreement and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this Agreement.

23. Entire Agreement

This Agreement, and the Exhibits, constitutes the entire contract between the parties hereto, relating to the Project and may not be modified except by an instrument in writing signed by the parties hereto.

Exhibit E – State Certification Requirements

By signing this Agreement, the Grantee's authorized representative is certifying under penalty of perjury that the following clauses will be enforced for the duration of the Project with CCHE.

1. Non-Discrimination

During the performance of this Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Grantee and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

2. Drug-Free Workplace Certification

Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 1. the dangers of drug abuse in the workplace;
 2. the person's or organization's policy of maintaining a drug-free workplace;
 3. any available counseling, rehabilitation and employee assistance programs; and,
 4. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the CCHE Project will:
 1. receive a copy of the company's drug-free workplace policy statement; and,
 2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State Agreements if CCHE determines that any of the following has occurred: the Grantee has made false certification, or violated

the certification by failing to carry out the requirements as noted above. (Government Code 8350 et seq.)

3. National Labor Relations Board

By signing the Agreement, the Grantee swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Grantee within the immediately preceding two year period because of the Grantee's failure to comply with an order of a federal court which orders the Grantee to comply with an order of the National Labor Relations Board.

4. Union Activities

By signing this Agreement Grantee hereby acknowledges the applicability of Government Code section 16645 through section 16649 to this Agreement and agrees to the following:

- a. Grantee will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
- b. No state funds received under this Agreement will be used to assist, promote or deter union organizing.
- c. Grantee will not, for any business conducted under this Agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
- d. If Grantee incurs costs, or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

5. Conflict of Interest

By signing this Agreement, Grantee certifies that it will comply the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, contact CCHE immediately for clarification.

Current State Employees

- a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees

- a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state

agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void.

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contracts Code, Section 10430 (e).)

6. Labor Code/Workers' Compensation

Grantee agrees to comply with Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Grantee confirms that it will comply with such provisions before commencing the performance of the work of this Agreement.

Grantee also certifies that it will comply with Labor Code Sections 1810-1815, inclusive, regarding maximum hours per workweek.

7. Americans With Disabilities Act

Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

8. Authority

By entering into the foregoing Agreement the Grantee gives assurance and certifies with respect to the grant that it possesses legal authority to apply for and receive the grant funds.

Exhibit F – CCHE Invoice

INTERNAL USE ONLY			
FY:	Index: 9984	Object:	PCA: 93984
Schedule #:			
Partial / Final:			
Grant #:			
Vendor #:			
Payment Request #:			
Approved By CCHE: _____			Date
Approved By Budget: _____			Date

Grantee: SDHHMDate Invoice Submitted: 9/1/05

Project #: _____

Time Period Covered by this Invoice: 7/15/05 – 9/1/05

<u>Brief Description of Services Covered In this Invoice</u>			
Task	Items	Total Cost Per Item	Budget Category
Demolition of Exhibits and gallery space	Remove walls	\$51.55/hour x 38.8 hours	Labor

Matching Funds Used: _____	CCHE Funds Requested: _____	<u>\$2,000</u>
	10% Performance Retention: _____	<u>\$ 200</u>
	Total Amount Due: _____	<u>\$1,800</u>

I certify that Project Number _____ in the amount of \$_____, is accurate and in accordance with the CCHE Grant Agreement. I further certify that these are actual expenditures allowed under the CCHE Grant Agreement and that all funds were expended for the purposes of the CCHE Project.

Authorized Grantee Signature: _____ Date: _____

Important Note: In addition to the brief description provided above, CCHE Invoices will need to be accompanied by a detailed description of Services Performed/Products Produced in this CCHE Invoice. Please see the attached page for further instructions.

Itemized Description of Services Performed/Products Produced:

1. Please use additional pieces of paper and attach it to the CCHE Invoice to provide detailed and narrative information on the brief description of services covered in this Invoice.
2. Label each additional page as "page two of ____" (the total number of pages submitted per CCHE Invoice).

Further Instructions:

1. Please provide original invoices indicating that all items requested for reimbursement have been paid.
2. Please provide documentation to illustrate, or to show progress toward the completion of the task.
3. Please provide copies of the receipt of deliverables.
4. Please provide an invoice noting the labor for each particular task.
5. Please list all matching fund amounts and sources used to complete each task described in this CCHE Invoice.

Important Things to Remember:

1. A CCHE Invoice can be submitted no more frequently than once a month, in arrears.
2. A CCHE Invoice shall be submitted to CCHE by regular US mail: (CCHE Grant Manager), CCHE, 900 N Street, Room XXXX, Sacramento, CA 95814
3. If there are any disputes regarding a CCHE Invoice, the CCHE Grant Manager will notify the Grantee within 15 calendar days of receipt of a properly submitted invoice. Any disputed item will be subtracted from the invoice and the CCHE will process the invoice for the undisputed amount.
4. A 10% performance retention will be held from all CCHE Invoices. Reimbursement of the 10% performance retention will be reimbursed to the Grantee either on completion of the Project, or after the completion of a discreet phase of the Scope of Work that will be mutually agreed by the Grantee and CCHE Project Manager.

Exhibit G – CCHE Progress Report

Grantee: _____

Date Report Submitted: _____

Address: _____

Grant Agreement Number: _____

Time Period Covered by this Report: _____

Project Number: _____

Brief Summary of Work Completed in this Progress Report:

1. Please provide a detailed narrative of all of the areas described above and an explanation to any and all attachments to further support the items listed.
2. Please describe the tasks accomplished within this Progress Report.
3. Please describe any problems or opportunities encountered during this Progress Report:
4. Please provide your assessment of this Project and how you have or have not been in compliance with the Scope of Work and Budget submitted.
5. Please describe your plans of what you plan to accomplish for the next Progress Report.
6. Attachments to this Report Include:
 - a.
 - b.
 - c.
 - d.
 - e.
7. Financial Information Regarding the Period Covered by this Progress Report:

Item(s)

Budget Category

8. Narrative Information on the financial information submitted:

I certify that Project Number _____ in the amount of \$_____, is accurate and in accordance with the CCHE Grant Agreement. I further certify that these are actual expenditures allowed under the CCHE Grant Agreement and that all funds were expended for the purposes of the CCHE Project.

Authorized Grantee Signature: _____ Date: _____

EXAMPLE

Important Things to Remember:

1. Progress Reports are due every quarter. Depending on when you start your Project, your first/next Progress Report will be as follows:
 - January 15th
 - April 15th
 - July 15th
 - October 15th
2. The summary of work completed should include all of the activities and tasks you have indicated in your Scope of Work including all draft products, reports, interim findings, meetings and the results of meetings, problems, assessment of your Project to the timeline you submitted, narrative financial assessment and whether you are progressing within the approved budget, proposed activities for the next CCHE Progress Report and copies of any materials created during this CCHE Progress Report.
3. Failure to submit a complete and timely progress report may result in a disputed invoice.
4. Progress Reports shall be submitted to CCHE by regular US mail: (CCHE Grant Manager), CCHE, 900 N Street, Room XXX, Sacramento, CA 95814

Exhibit H – CCHE Final Report

Grantee: _____

Date Report Submitted: _____

Address: _____

Grant Agreement Number: _____

Grant Period (indicate from effective date of
Grant Agreement to completion): _____

Project Number: _____

Brief Summary of Project and Goals Achieved:

Please provide the following information in narrative form

1. Narrative of Project Goals and how they were achieved.
2. An evaluation how CCHE funds were used to contribute to the thread stated your Project goals.
3. How CCHE funds were used to achieve these goals.
4. Other financial contributions toward the Project goals
5. Findings, conclusions or recommendations for follow up or ongoing activities that might result from successful completion of Project.
6. Reflections and Final Comments
7. Copies of any news articles and other promotional material created during the Project, not submitted as part of the Progress Report. (specify)
8. Financial Information Regarding the Project and whether Project was able to stay within budget categories:
9. Financial Narrative of Project:
10. Visual Documentation of completed Project.

I certify that Project Number _____ in the amount of \$ _____, is accurate and in accordance with the CCHE Grant Agreement. I further certify that these are actual expenditures allowed under the CCHE Grant Agreement and that all funds were expended for the purposes of the CCHE Project.

Authorized Grantee Signature: _____ Date: _____